

REQUEST FOR BIDS FOR
PROVIDING LUXURY CAMPING SERVICES AT

Johnson Lake State Recreation Area

Kasilof, Alaska

Issuance Date: April 1, 2021

Due Date and Time for Bids

April 15, 2021, by 5:00 P.M.

Issued by:

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF PARKS AND OUTDOOR RECREATION

All inquiries regarding this RFB shall be directed to:

Dan Beutel

Alaska State Parks & Outdoor Recreation

Phone: 907-269-8692

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SECTION 1. INTRODUCTION

This is a Request for Bids (RFB) to all qualified persons, firms, partnerships, corporations, and private/non-profit organizations to submit a proposal for providing luxury camping services at Johnson River State Recreation Area (SRA). The State intends to issue a Competitive Park Use Permit for Commercial Activities authorizing a qualified person, partnership, corporation, or private/non-profit organizations to provide luxury camping services beginning in May 2021. The permit will have an initial two-year term and may be renewed for an additional term of up to three years by mutual written agreement.

The Division of Parks & Outdoor Recreation (DPOR) desires to offer these services at Johnson Lake SRA to enhance the public's use and enjoyment of the recreation area. The division has determined that the proposed service is compatible with park resource values and the public's use and enjoyment of the park. The State does not guarantee a profitable operation; rather, applicants are responsible for reviewing the RFB and making their own determination concerning business viability.

1.1 Summary of Services to be Provided:

The Permittee will be responsible for providing luxury camping services at Johnson Lake SRA at two designated campsites.

Following is a summary of services provided by the Permittee:

- This service will provide two furnished tents or yurts at the Johnson Lake SRA. Tents or yurts will be fully furnished with a queen-sized mattress/bedding, propane camp stove for cooking, cooler, and pots/pans/utensils. Tents or yurts will have a floor, walls, and roof to provide comfortable accommodations.
- Bear resistance metal locker for storing food and items that could attract wildlife.
- Provide janitorial service and cleaning of tents or yurts between use.
- The minimum of operation will be: May 15 – Labor Day
- Provide an on-line reservation system for the public.
- Manage two sites at the walk-in tent camping area. This will include keeping the grounds clean of garbage and debris, and informational signs.
- Provide a business phone. In the event the camping area is closed due to unforeseen conditions (i.e. fire,) a message will be promptly placed on the business phone number indicating the area is closed.
- Develop an emergency response/safety plan prior to operation. Plan will be submitted to the Permit Supervisor by April 30 each year.

1.2 Park to Remain a Unit of the State Park System

The State intends that the park will continue to be identified as a unit of the Alaska State Park system. All existing signs and other park furnishings that identify the park by name and contribute to a consistent and uniform "state park look" will remain in place.

A sign stating, "This service is operated under a commercial use permit issued by Alaska State Parks to (insert business name)" shall be placed on or near the fee station or on-site business office.

1.3 Permit Fee Paid to the State

At a minimum, the annual permit fee shall be \$500.00 for the permit processing fee and 10% percent of gross revenue. The payment to the State offered by the Respondent in their proposal will be one factor

considered in awarding the permit and may be the subject of negotiations.

Based on negotiations, there may be an additional permit fee, such as a higher flat payment, or a higher percentage of gross receipts or some other combination. The State is not obligated to accept the application with the highest return to the government. The State reserves the right to issue the permit based on a trade-off between the fee to the government and technical merit.

The State and Permittee may negotiate a reduction in this fee in exchange for the Permittee's agreement to make major repairs or improvements to the facility, or to compensate the State with goods or services, or as compensation for accepting state park annual passes.

The State will entertain a proposal that establishes a major maintenance account, to be used for repairing non-insured damage to facilities, capital improvement projects such as major cost projects, services, and supplies which address deferred maintenance needs, road improvements, major facility alterations, and unforeseen non-recurring major expenses, etc. This account could be funded with fees generated under this permit.

The permit fee will be subject to negotiation and possible adjustment at the end of the initial five-year permit term.

1.4 Annual Operations Plan

Respondents to this RFB are required to submit an annual operations plan for the current season as a part of their proposal (see Appendix B). This plan, the permit stipulations included in this RFB and other portions of the successful Respondent's proposal shall control the Permittee's activities allowed in the facility. It is understood that all these items may be modified by negotiations between the State and successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

1.5 Business Plan

Respondents are required to submit a Business Plan. Appendix C has a suggested Business Plan format. Respondents should use it or another format that provides the necessary information. The Business Plan will be used to evaluate the respondent's financial and technical ability.

1.6 Issuing Office

The office issuing this RFB is:

State of Alaska

Department of Natural Resources

Division of Parks & Outdoor Recreation

550 West 7th Street, Suite 1380

Anchorage, AK 99501

Permit Supervisor:

Jacques Kosto, District Ranger Physical Address:

PO Box 1247, Soldotna, AK 99669

Phone: (907) 262-5881

FAX: (907) 262-3717

Email: Jacques.Kosto@alaska.gov

1.7 Deadline for Receipt of Proposals

All Respondents are required to deliver three copies of their proposal in a sealed envelope to the address

shown above under "Issuing Office." Proposals must be received at the issuing office on or before 5:00 p.m. on April 15, 2021. Failure to meet the deadline will result in disqualification of the proposal without review. The proposal, following a required format and including all appropriate attachments, should be delivered in a sealed envelope, clearly labeled as follows:

"PROPOSAL FOR PROVIDING LUXURY CAMPING SERVICES AT JOHNSON LAKE STATE RECREATION AREA" (COMPANY NAME)

All offers will be recorded as to time and date they were received and distributed unopened to the evaluating team members.

1.8 Questions and Addenda to this RFB

Questions that could substantially change the content of this RFB must be made in writing at least ten working days before the deadline for the receipt of proposals. Answers to questions that significantly change the content of this RFB will be made available to all persons, groups or firms that received an RFB.

1.9 Permit Type, Term, and Renewal

The permit that will be awarded under this RFB is a Competitive Park Use Permit for Commercial Activities. The initial term of the permit will be two years from the date of issuance by the State, after signing by both parties. The permit may be renewed for up to five additional years by mutual written agreement.

1.10 Solicitation and Permitting Authority

The permit will be issued under authority of Alaska Statutes (AS) 41.21.010, AS 41.21.020, AS 41.21.026, 11 AAC 12.300, 11 AAC 18.010, 11 AAC 18.025, 11 AAC 18.040.

Copies of these laws and regulations are available for inspection in State offices.

1.11 Summary of Solicitation Process

Later sections of this RFB contain detailed information on the process that will be followed in soliciting proposals and awarding a permit. The required proposal format is detailed in ¶ 3.17. The State will evaluate proposals using the criteria listed in ¶ 3.18 and select the apparent successful respondent for negotiations toward issuance of a permit. The draft permit and stipulations in Section 4 will serve as the starting point for negotiations. If negotiations with the apparent successful respondent are unsuccessful, the State may decide, in its sole discretion, to terminate negotiations.

The State may then decide to enter negotiations with the second-rated respondent or reissue the RFB or terminate all further work towards issuance of a permit.

SECTION 2. PARK DESCRIPTION

2.1 Description – Johnson Lake SRA

Johnson Lake SRA is located near Kasilof Alaska approximately 15 mile south of Soldotna along the Sterling Highway on the Kenai Peninsula and 1 mile off the Sterling Highway via Johnson Lake Loop Road and Tustumena Lake Road. It is a popular summer recreational destination. Camping, wildlife viewing, scenic views, and fishing at the Kasilof River and at Johnson Lake are some of the reasons why.

Moose, black and brown bear, lynx, squirrels, hares and other creatures are plentiful in all of these areas.

Johnson Lake State Recreation Area is a nice, wooded, 332-acre area surrounding Johnson Lake. Camping, fishing for rainbow trout, canoeing and walking are popular activities. There are 48 campsites, 16-day use parking sites, and a group picnic area (groups of over 12 people require reservations).

Growing demand for luxury camping in camping area has prompted the issuance of a Non-Competitive Park Use Permit for Commercial Activities to provide luxury camping in 2021. This service will allow recreational user access to luxury camping. Due to limited space at the designated permit area, the division is limited to only one Permittee providing luxury camping services. This area is defined on the attached site plan.

2.2 Management Issues

There are several management issues that are unique to Johnson Lake SRA.

The Memorial Day weekend is the busiest weekend of the year at Johnson Lake. During this weekend campgrounds and day use areas can be completely full and visitation can exceed the parks' capacity. It is imperative to have all staff fully trained, able to communicate with each other, and able to communicate with law enforcement and public safety authorities prior to this weekend.

It is typical for the campground to be at full capacity on summer holiday weekends, and many other weekends in the summer. In addition, the park is typically at full capacity during the personal use fishery in July.

2.3 State-Furnished Supplies

The following supplies will be furnished by the State:

- Forms, at no cost to Permittee:
 - Daily Use Report
 - Monthly Use Report
 - End of Season Report
 - Park User Survey
- Brochures, at no cost to Permittee:
 - Division of Parks and Outdoor Recreation statewide brochures
 - Other park brochures as availability permits

SECTION 3. SOLICITATION PROCESS, PROPOSAL EVALUATION, AND PERMIT NEGOTIATIONS

3.1 Required Review

All Respondents should carefully review this RFB, without delay, for defects and questionable or objectionable matter. Questions, objections, or comments should be made in writing and received by the issuing office contact person no later than ten days before the proposal opening deadline so that any necessary addenda may be distributed to all interested parties. Protests based upon omissions, errors, or the contents of this RFB may be disallowed if not made known prior to this deadline.

3.2 Addenda to the RFB

Any addenda by the State to this RFB will be in writing and made available to all persons who have received a copy of this RFB from the issuing office. Persons who receive a copy of the RFB from an on-

line internet source must notify the issuing office with their contact information so that addenda may be forwarded to them without delay.

3.3 Business and Professional License Requirements

Before a permit will be issued, the successful Respondent must obtain a valid Alaska business license to do business in the State of Alaska. For more information on a license, contact the Department of Commerce and Economic Development, Division of Occupational Licensing, P.O. Box D--LIC, Juneau, Alaska 99811. Telephone 907-465-2534. Website: <http://www.dced.state.ak.us/occ/home.htm>

3.4 Incurred Costs

The State is not liable for any costs incurred by Respondents prior to issuance of an approved permit. All costs incurred as a result of responding to this RFB are the sole responsibility of the Respondent.

3.5 Disclosure of Proposal Contents

AS 09.25.110 requires public records to be open to reasonable inspection by the public. All proposals and other materials submitted, excluding those items specifically designated by the State in the RFB as confidential or proprietary, become the property of the State. Selection or rejection of the proposal does not affect that right. Detailed cost and pricing information will be held in confidence until notice of award. All proposals will be kept on file for a period of two years.

3.6 Right of Rejection

The State reserves the right to reject any proposals that do not address all the requirements of this RFB. In addition, the State may reject all proposals at any time if there has been improper or inadequate review or when it is not in the best interest of the State to select a proposal.

3.7 Evaluation of Proposals

All proposals received will be reviewed and evaluated based on the evaluation criteria outlined in ¶ 3.18 below, by one or more persons assigned from the issuing office.

3.8 Interviews

The State reserves the right to independently interview Respondents if the preliminary evaluation results in two or more Respondents being equally qualified. The interviews will be scheduled at the convenience of the evaluating team and will be limited to clarification to ensure a mutual understanding of the proposal's contents. However, the State reserves the right to issue a permit based solely on initial applications, without oral or written discussions.

3.9 Negotiations

If the preferred Respondent fails to provide the necessary information for negotiations in a timely manner, or negotiate in good faith, or cannot perform as specified in the RFB or in the Respondent's proposal, the State may terminate negotiations and negotiate with the next highest ranked Respondent, or terminate award of the permit.

3.10 Notice of Intent to Award

After completion of the evaluation process or preliminary permit negotiations, the State will issue a written "Notice of Intent to Award" to all Respondents. This notice will contain the names and addresses of all Respondents, including the intended recipient of the permit. Delivery of this notice will begin a

30-day appeal period under 11 AAC 02. Final permit award is dependent upon completion of negotiations and approval of the permit by the Permit Supervisor.

3.11 Appeals

In accordance with 11 AAC 02, unsuccessful Respondents or other persons adversely affected by a permitting decision may appeal or seek reconsideration. Appeals should be addressed to the Division Director, and must:

- be in writing;
- be signed by the appellant or the appellant's attorney;
- be timely filed in accordance with 11 AAC 02.040;
- specify the case reference number used by the department, if any;
- specify the decision being appealed;
- specify the remedy requested by the appellant and the grounds on which the request is based;
- state the address to which any notice or decision concerning the appeal is to be mailed;
- identify any other affected agreement, contract, lease, permit, or application by case reference number, if any; and
- include a request for a hearing, if a hearing is desired, accompanied by a request for any special procedures to be used at the hearing and a description of the factual issues that need to be decided at the hearing.

Appeals should be submitted to: Ricky Gease, Director

Alaska Division of Parks & Outdoor Recreation 550 West 7th Street, Suite 1380

Anchorage, AK 99501

Phone: (907) 269-8701

Fax: (907) 269-8907

3.12 Additional Terms and Conditions

The State reserves the right to include additional terms and conditions during the course of permit negotiations. These terms and conditions must be within the general scope of the original RFB.

3.13 Proposal as Part of Permit

The Respondent's proposal package will become an integral part of the permit. The proposal's contents will become binding obligations, except where specifically modified during permit negotiations. It shall not, however, be considered the total binding obligation.

3.14 Authorized Signature

The proposal must be signed by an individual authorized to bind the Respondent to its provisions. The proposal must remain valid for at least 60 days. These items are certified in the permit application. (Appendix A)

3.15 Respondent's Certification

By signature on the Competitive Commercial Use Permit Application (Appendix A), Respondents certify that they comply with:

- 1) the laws of the State of Alaska;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the accompanying federal regulations; and
- 4) all terms and conditions set out in this RFB.

If any Respondent fails to comply with 1) through 4) of this paragraph, the State reserves the right to disregard the proposal, terminate the permit, or consider the Permittee in default.

3.16 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working under the permit has a possible conflict of interest. If there is a conflict of interest or appearance of a conflict of interest, a brief description of the nature of the conflict must be included in the statement. This is certified within the Competitive Commercial Use Permit Application. (Appendix A)

3.17 Required Format

To enable fair and consistent evaluation of proposals, the following format is required. Incomplete forms, or failure to include any of the forms or items requested could result in a lower score with respect to the evaluation criteria to which the information pertains or may result in disqualification of the proposal.

Competitive Commercial Use Permit Application (Appendix A)
This form must be completed in its entirety.

Operations Plan and Requested Changes to Permit Stipulations (Appendix B)

Business Plan, (Appendix C)

The Business Plan will be used to evaluate the respondent's financial and technical ability.

Letters of Reference

Attach a minimum of two written letters of reference from individuals or business representatives who can attest to your ability to perform successfully under this RFB.

3.18 Proposal Evaluation Criteria

Each proposal will be evaluated based on the criteria indicated below. These criteria are listed in descending order of importance. The objective is to select the respondent whose proposal best serves the public need. The Evaluation Committee will evaluate each proposal in accordance with the evaluation criteria in this section.

1. Proposed Operation and Services

- ☐ How well does the proposal address providing safe, high quality luxury camping services at a reasonable cost to the public as requested in the RFB?
- ☐ How well does the proposal adequately address providing management and operations of the luxury camping services?
- ☐ How well do the services meet the needs and convenience of expected users, including the needs of persons with disabilities?
- ☐ How well does the proposed operational schedule meet all the requirements specified in the RFB?
- ☐ How well do the services compare to those proposed by other respondents?
- ☐ How well has the proposal addressed the safety of visitors and staff, given the type of service provided, weather conditions, equipment used, and other conditions anticipated?

2. Managerial Ability and Business Experience

- ☐ How well do the Respondent's resume, references, and current or past performance in this kind of enterprise indicate sound business ability and a good client/community relationship?
- ☐ How well does the Respondent's resume and references prove that they have the ability to provide the required services?
- ☐ Rank the amount and type of experience dealing with visitor services or working with the public in a service-related business.
- ☐ If the Respondent has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?
- ☐ How well has customer service been emphasized in the proposal?
- ☐ How well has the respondent demonstrated the ability to provide quality customer service in their previous work experience?

3. Business Plan

- ☐ How well does the proposal provide detailed plans, specifications, cost estimates, and a plan of operation that meets all requirements specified in the RFB, and falls within the scope of required services?
- ☐ How realistic is the respondent's business plan for the conditions and visitation expected? Is the business plan complete?
- ☐ How well have all the reasonable costs for operating been considered in the business plan?
- ☐ How well has the Respondent calculated their projected revenue for the business?

4. Financial Resources

- ☐ How well has the Respondent demonstrated that they have enough resources (i.e.: staff, equipment, finances, etc.) committed to providing the services as required under this RFB?

5. Fees Charged to the Public

- ☐ Are the rates to be charged fair and consistent for services to be provided? How do they compare to other proposals?

6. Compensation (return) to the State

- ☐ What does the Respondent offer the State as compensation for this business opportunity?
- ☐ Is there an additional payment in excess of the minimum annual fee as specified in 1.5?

7. Optional Additional Services or Proposed Changes to the RFB

- ☐ What permit stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- ☐ Are any additional services being offered such as: extended season and hours of operation, operation and maintenance extras, security, use of specialized professionals to perform deferred maintenance work, etc.?
- ☐ How well do the proposed permit stipulation changes enhance safety, convenience, and efficiency of park users beyond that required in the RFB?
- ☐ Evaluate whether the proposed changes affect the basic services requested in this RFB in a negative way.

SECTION 4: PERMIT STIPULATIONS

This section contains draft commercial use permit stipulations, which should be carefully reviewed by potential Respondents prior to offering a proposal. Proposals should identify any permit terms and

stipulations that are unacceptable or that need revision or deletion. Any terms or stipulations that should be added should also be identified.

4.1 Permittee Use of Premises

The Permittee shall use the premises for the purposes of outdoor recreation and other services consistent with the park's purposes.

4.2 Specific Authorization

Only those activities specifically authorized herein are permitted. The Permittee is responsible for securing written authorization from the Permit Supervisor for all other services and activities not specifically authorized herein but consistent with the original RFB. The Permittee must provide all labor, transportation, supplies, and equipment necessary for operations under this permit.

The Permittee or his/her employees, agents, or clients may not interfere with free public use of state park lands, waters, or facilities in the area of permit operations.

4.3 Products and Services to be Provided:

The Permittee is authorized and required to provide the following services:

- Offer to the public luxury camping This service will be provided Johnson Lake SRA. The minimum dates will be: May 15 – Labor Day

The Permittee will post these dates on site.

- Provide two furnished tents or yurts at the Johnson Lake SRA. Tents or yurts will be fully furnished with a queen-sized mattress/bedding, propane camp stove for cooking, coolers, and pots/pans/utensils. Tents or yurts will have a floor, walls, and roof to provide comfortable accommodations.
- Bear resistance metal locker for storing food and items that could attract wildlife.
- Provide janitorial service and cleaning of tents or yurts between use.
- Manage the two camp sites at Johnson Lake SRA. The Permittee shall keep the grounds clean of garbage and debris and maintaining regulatory and informational signs.
- Provide a business phone. In the event the luxury camping is closed due to weather a message will be promptly placed on the business phone number indicating the area is closed. The Permittee must be prepared to respond to any emergencies (such as fire, etc.) that might occur in and around the area covered under this permit. Permittee should describe how they will be prepared to respond to such emergency situations in their proposal.
- Develop an emergency response/safety plan prior to operation. Plan will be submitted to Supervisor by March 15, annually (This can be adjusted for first year). Permittee should describe how they will be prepared to respond to emergencies, such as a fire, medical incident, law enforcement problem, etc., in their proposal. Safety plan will also include best practices for reducing the transmission of COVID 19.
- Provide safe and efficient access for persons with physical disabilities in assisting them into the luxury camping area. The operations plan will indicate how this will be provided.
- Verbal safety briefings and instructions for the luxury camping will be provided to each new customer or party. New customers will also be given a printed flyer or handout describing the luxury

camping safety. Safety shall be stressed in all communications to customers.

4.4 Permit Term

The initial term of this permit begins on approximately May 1, 2021, or the date it is signed by both parties, whichever is later, and expires on December 31, 2022.

4.5 Permit Renewal

The State will perform a mid-season and an annual performance evaluation, using the form found in Appendix G. Prior to the expiration of the initial term of this permit, and provided the Permittee has, in the judgment of the State, satisfactorily provided the services contemplated in this RFB, Permittee may apply to have the permit renewed for up to an additional three- year term. The renewal application shall be in writing at least 30 days before the expiration of the initial term.

4.6 Permit Fees

In the event that the State or Federal government make decisions that severely limits or restricts the ability of the Permittee to perform, DPOR and the Permittee may negotiate the terms of the compensation otherwise required under the permit. The contractor shall provide documentation of the impacts to their business that is due to these governmental decisions.

4.7 Payments Required

The Permittee shall pay to the State during the entire term of this permit, each year, a permit application fee (\$500) for the right to exercise the privileges herein contained and a minimum consideration of 10% gross revenue. The percentage of gross revenue is due to the State by October 15th of each year and will be confirmed by Permittees records.

Failure to submit the payment may result in termination of the permit, and the State will advertise for a new Permittee. Any late payments under this permit shall, in addition to allowing the State to declare a breach of permit obligations, accrue interest owed to the State at the maximum rate allowed under AS 45.45.010(a).

The Permit Supervisor may negotiate with the Permittee to establish the fees in a Major Maintenance Account. A Major Maintenance Account (MMA) agreement establishes a separate account into which permit fees are deposited. This account shall require the signatures of both the Permittee and the Permit Supervisor before funds are withdrawn. The Permit Supervisor and the Permittee will meet annually to discuss priorities for work to be accomplished with funds from the MMA prior to any funds being used. Examples might include capital improvement projects such as major cost projects, services, and supplies which address deferred maintenance needs, road improvements, major facility alterations, and unforeseen non-recurring major expenses, etc., in state park units.

The specifications or requirements for projects that may be considered for a MMA project include:

- Standards for project completion.
- Project costs, which include wages, vehicles and other equipment, materials, supplies, subcontracts, and overhead directly associated with the MMA project.
- A statement indicating that, upon confirmation by the Permit Supervisor that a project has been satisfactorily completed, the Permittee must submit documentation to its actual costs to the State and must certify that the representations in the document are accurate and complete.

- A statement indicating the submitted document certifying the costs will be signed and dated, including a statement that failure to sign this document will result in not accepting the MMA claim.
- The Permit Supervisor must verify and approve requests before any funds are approved for transfer to the Permittee, contractor or other vendor.

4.8 Park Rules and Regulations

The Permittee should be generally familiar with Alaska State Park regulations. The State will provide the Permittee with an orientation on these regulations that apply to all units of the park system.

The Permittee is also responsible for informing park visitors of the following site-specific rules and regulations:

- Pets must be on a leash at all times. The leash cannot exceed nine feet in length.
- Camping is allowed in designated areas only.
- All vehicles must stay on roadways or parking areas provided.
- Open fires are allowed only in the fire pits provided.
- Discharge of firearms and fireworks is prohibited.
- Cutting or disturbing live vegetation is prohibited.

4.9 Protection of Lands, Facilities, Resources

The Permittee shall exercise due diligence in protecting the facilities, lands, waters, and other resources of the park from damage due to natural or human causes. The Permittee agrees to comply with all state and federal statutes and regulations regarding fuel containment, fuel delivery facilities, and waste fuel disposal.

4.10 Archaeological-Paleontological Discoveries

The Permittee shall immediately notify the Permit Supervisor of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The Permittee shall leave such discoveries intact until authorized to proceed by the State Historic Preservation Officer. Protective and mitigative measures specified by the State Historic Preservation Officer shall be the responsibility of the Permittee.

4.11 Alcoholic Beverages

The Permittee may not sell or serve alcoholic beverages.

4.12 Staffing

The Permittee shall provide adequate staffing to meet the requirements of the RFB and shall ensure that all training and supervision of the personnel is provided while performing under the provisions of this permit. The Permittee must also meet the requirements of State and Federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, worker's compensation, OSHA regulations, ADA, and immigration laws regarding employment of non- citizens.

Permittee duties:

- Permittee shall designate in writing a person and backup persons who shall be responsible for all of the Permittee's operations under this permit.
- Permittee shall report to the State in a timely manner any significant problems its employees or

agents observe in the park.

- Permittee shall acquire and maintain certification for all employees in Standard First Aid and Cardiopulmonary Resuscitation (CPR) meeting the standards of the American Red Cross, OSHA, or equivalent standards.
- Employee Conduct
- The Permittee is responsible for the conduct of his or her employees. This Permit does not shield the Permittee or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.
- The Permittee's employees or agents shall not engage in activities that would lead a member of the public to believe they are State employees.
- The Permittee shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the area.
- The Permittee shall cooperate with other groups or organizations permitted to use the area or premises.
- The Permittee will ensure that all employees will not, while on site, use abusive or improper language, behave in a boisterous manner, or be guilty of any immoral, disreputable, and unbecoming conduct or otherwise objectionable activity which in the opinion of the State is contrary to the best interest of the public.
- The Permittee shall ensure that employees do not use or work under the influence of intoxicating beverages, illicit or mind-altering drugs while on duty or representing the Permittee.
- The Permittee is not allowed to possess or use firearms on the premises and shall prohibit the possession or use of firearms by their employees and staff.

Uniforms and Vehicles:

- Permittee and employees shall wear an insignia or uniform, identifying themselves clearly as Permittee operators. The purpose of this rule is to distinguish Permittee staff from State employees or volunteers. The insignia or clothing may not resemble uniform items worn by State employees or volunteers and must be maintained in a clean and presentable manner while performing duties. Examples of suitable uniform components include ball caps, tee shirts, sweatshirts, vests, or jackets with the company name or logo on them.
- Any vehicles used in the performance of this permit shall be clean, quiet and well maintained. A professional quality sign containing the Permittee's name must be displayed on each side of the vehicle.

4.13 Annual Operations Plan and Budget

The Permittee shall prepare an annual operations plan and budget for State approval that includes operating procedures, expenses projected for its activities, improvements to be made, equipment purchases, projected marketing and promotion costs, salaries to be paid, and other operating costs. The annual operations plan and budget shall be submitted on or before March 15 for that calendar year (Exception will be made for first year). (See Appendix C, Business Plan, for forms that may be used to provide future expense projections).

4.14 Emergency Response and Safety

The Permittee must be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, weather conditions, fire, flood, etc.) that might occur in and around the facilities covered under this permit. Permittee should describe how they will be prepared to respond to such emergency situations in their proposal. The plan should also include best practices for reducing the transmission of

COVID 19. An annual emergency response and safety plan will be submitted to the Permit Supervisor by March 15.

The Permittee will maintain and service all equipment to a safe and adequate standard, and otherwise comply with all state and federal laws regarding safety equipment. Equipment will not be operated if in an unsafe condition.

If weather or other conditions combine to make the use of equipment potentially unsafe for use, the Permittee will restrict or discontinue services until safe to do so. The Permittee may deny service to someone, who in the Permittee's opinion, may be impaired by alcohol or drug use. The Permittee must be able to articulate to both the customer and Park Staff the reason why such service is denied.

4.15 Seasons, Hours of Operation

The permittee is required to provide luxury camping services. Following are the minimum dates of operation required: May 15 – Labor Day

The Permittee will post these hours on site. Dates for subsequent years are expected to be similar to previous years of operation.

4.16 Pre-season Operations

- Before opening a park unit for the season, the Permittee shall be responsible for meeting the following pre-season inspections and maintenance standards:
- Park Hazard Inspection: The Permittee shall conduct a safety inspection to detect any hazards present in the park unit that need to be corrected prior to public use and occupancy. Hazards such as tripping hazards on pathways or other public use areas, holes, or sharp drop offs, etc., must be identified and the hazard remedied prior to providing luxury camping services. The inspection must be documented with reports provided annually to the State. (see ¶ 4.24 & ¶4.33).
- General Facilities Maintenance: A thorough cleaning of all facilities should be completed prior to the visitor season so that sites meet standards when they are opened to the public.
- Signs: Luxury camping information shall be updated with current information. Signs that may have been taken down during the winter shall be re-installed. Information on schedules, safety notices, and other related subjects shall be posted in the camping area.

4.17 Post-season Operations

Remove regulatory sign and fee station sign to reduce winter vandalism loss. Conduct year-end report and submit to Permit Supervisor. Facilities and equipment must be removed from the park by a date agreed in writing with the Permit Supervisor.

4.18 Damage to State Facilities

Each spring the Permittee will be responsible for the repair and maintenance of camping area. It must be kept in good serviceable conditions when luxury camping services are provided.

If a single event of damage or vandalism of non-insured facilities exceeds \$1000 in estimated repair costs, or if ordinary wear and tear is considered excessive, the Permittee and Permit Supervisor will negotiate each one's share of those costs. Applicable repair costs may be used to reduce the Permittee's annual fee, if negotiated and agreed to in writing before repairs are made.

Should it be determined that the Permittee's actions contributed to the damage to park facilities, the state's commitment in the above sections is not implied, and the Permittee shall be fully responsible for the repair costs.

Should damage occur to facilities other than within the Permittee's operating season, the Permittee is expected to repair the damaged facilities when the damage is less than \$500 to repair. When damages exceed \$500, the Permittee and the Permit Supervisor will negotiate each one's share of the costs.

4.19 Customer Service

Permittees who operate within Alaska State Park units are expected to provide quality customer service to clients. The Permittee is expected to develop and implement methods for providing luxury camping services that provide quality customer service and respond to clients and visitor needs in a helpful, professional, and courteous manner, giving timely and friendly information and assistance, and doing those things necessary to ensure that clients and visitors have a safe and enjoyable stay in the park unit.

The Permittee shall make Park User surveys available to the public. (See Appendix F)

4.20 Facility and Janitorial Maintenance Standards

The Permittee is responsible for all repairs to parking areas, signs and signposts, trash containers, and to the grounds in general. This includes straightening signposts and replacing faded or damaged signs. The Permittee is also responsible for replacement and improvements of the park furnishings, as negotiated with the Permit Supervisor.

All repairs and improvements will be done in a professional manner using generally accepted techniques and practices. Anything that appears to be a threat to public safety (holes or tripping hazards on pathways or other public areas, hazardous limbs or trees, structural defect, etc.) must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

Litter and Trash.

- All litter shall be picked up when found. All water areas shall be free of litter and garbage. When garbage cans have been knocked over or garbage overflows on the ground, it must be picked up, bagged and removed from the area or placed in a dumpster. The Permittee shall provide and service regularly a covered garbage can(s), covered trash receptacle, or dumpsters suitable to contain all the trash generated on site.
- All garbage must be disposed of at the Borough transfer facility. Garbage may not be burned or disposed of on State Park lands or waters.
- The Permittee is encouraged to place and regularly service an aluminum recycling container.

Signs and Signposts. Ensure that all signs are maintained, replacing faded or shot up signs as often as necessary. All signposts shall be straightened or replaced as necessary.

4.21 Safety Equipment

The Permittee is hereby made aware that hazardous chemicals, cleaning agents, equipment, and conditions may be encountered during operations under this permit. It shall be the Permittee's responsibility to ensure that oils, fuels, paints, chemicals, and equipment are used, stored and disposed

of in a responsible manner per manufacturer's recommendations. It shall also be the Permittee's responsibility to provide necessary safety equipment (including gloves, goggles, boots, etc.), and ensure that they are used whenever unsafe conditions might be encountered. Pathogens, which may cause diseases such as hepatitis and cholera, and intestinal problems, may be encountered during toilet maintenance. It shall be the Permittee's responsibility to provide necessary information, safety equipment, and any other preventive measures, including vaccinations, to themselves and their employees.

4.22 Accident Notification

The Permittee shall notify the Permit Supervisor within twenty-four (24) hours of any accidents involving personal injury, or of incidents involving the loss of or damage to client's equipment.

4.23 Site Security and Law Enforcement

The Permittee is responsible for providing site supervision to ensure public use, enjoyment, and safety. In responding to violations of state and local laws, regulations and ordinances, the Permittee has the same authority as a private citizen. Permittees cannot enforce state or local laws, but should be knowledgeable of applicable park regulations, fish and game regulations, or other applicable state regulations or laws, and should report violations of regulations to the appropriate law enforcement authorities.

The Permittee will be expected to inform visitors of the rules and regulations applicable to use and occupy the park units. If the Permittee needs assistance in dealing with unruly, criminal, and other behavior that creates public safety concerns, the Permittee should gather as much information as possible on the violator without jeopardizing his or her own safety and contact the nearest appropriate law enforcement authority.

The Permittee shall take reasonable measures to prevent and discourage vandalism, theft and disorderly conduct within the park unit. The Permittee shall be responsible for reporting acts of vandalism or destruction of state or personal property to the Permit Supervisor, after notifying the appropriate law enforcement authority. The Permit Supervisor shall be notified within 24 hours when such acts are discovered.

4.24 Required Site Safety Inspections

In addition to the pre-season park hazard inspections requirement, the Permittee is also required to perform regular inspections of the permit area, to identify potential safety hazards and other conditions needing remedial action to provide clients and park visitors with a luxury camping site. High risk site conditions that develop during the season shall be mitigated, or the site shall be closed until the safety concerns are corrected.

All oils, solvents and fuels must be stored in an impermeable container to avoid spills onto the ground. Any oil or fuel spill must be immediately recovered and disposed of in a DEC-approved manner. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition should be removed from the permit area daily.

The Permittee is solely responsible for identifying, correcting, and reporting all safety hazards to the Permit Supervisor. The State has no duty under the terms of the permit to inspect the permit area or operations of the Permittee for hazardous conditions or compliance with health and safety standards.

4.25 Cooperation

The Permittee shall work closely with the State to further the park and its programs. The Permittee will provide the State with reasonable access to park premises for the purpose of conducting inspections for compliance with the terms of this permit and as otherwise necessary to ensure that public safety, services, resource protection, and other park purposes are maintained.

4.26 State Use of Premises

The State reserves the right to utilize all facilities for its purposes, and to construct additional facilities it deems necessary for park operations. Facilities will be constructed in a manner that will not unduly interfere with Permittee's operations. Insofar as possible, all facilities constructed will be jointly planned for by the State and the Permittee.

4.27 Use of Premises by other Commercial Operators

The State reserves the right to issue permits to other commercial operators to provide services that are outside the scope of services contained in this permit. Examples of services that the State may permit include guided fishing, hiking or boating services, or bus and van tours, etc. If the Permittee encounters a commercial operator who is not permitted to operate with the park unit, the Permittee shall notify the Permit Supervisor with all known applicable information on the operator.

4.28 Other Permitted Uses

The State reserves the right to issue permits for other special activities within the park units, under the authority of 11 AAC 18.010. Examples may include Special Park Use Permits for organized events, promotional events, etc. The Permittee is not authorized to issue permits for other activities. The Permittee will honor those Special Park Use Permits already issued.

4.29 Sales and Prices

The Permittee must provide to the State prior to permit issuance, and prior to December 15 of subsequent years, a comprehensive list of services and prices for approval for the next season of operation. The Permittee will be allowed minor price changes with approval by the Permit Supervisor during the operating season if actual costs of goods or services delivery are demonstrated to have increased.

4.30 Advertising, Signage

Any printed material to be used, including stationery, brochures, postcards, display advertising, and other like material in connection with the operation of this business, or any advertising of any manner or form, whether in or about the facility premises or elsewhere, or in any newspaper or other publications, shall be provided to the State for approval before being displayed, distributed, or advertised. The Permittee agrees to not display, distribute or advertise anything, or place any sign in connection with the operation of this facility, which has not been approved in advance by the Permit Supervisor.

Prior to collecting any fees, the Permittee shall install signs that indicate that the site is being operated by a private entity under a permit issued by the State. The Permit Supervisor will provide sign guidelines and locations. Signs stating, "This luxury camping services is operated under a commercial permit issued by Alaska State Parks to (insert business name)" should be placed on or near the fee station and on-site office, if applicable. The Permittee is responsible for fabricating, posting, and maintaining signs

at the fee collection area, the bulletin boards, and the toilets.

4.31 State Held Harmless

The Permittee agrees to indemnify, save harmless, and defend the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Permittee's performance under this permit.

4.32 Insurance Requirements

- 1) The Permittee shall provide and maintain, for all employees engaged in work under this permit, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2) Without limiting indemnification, the Permittee shall obtain, and maintain throughout the permit term, commercial general liability insurance with coverage limits not less than \$300,000 combined single limit per occurrence, where generally applicable, and shall include: premises operations, independent contractor's products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. The liability insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.
- 3) The Permittee shall obtain, and maintain throughout the permit term, comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles used by the Permittee in the performance of services under this permit, with coverage limits not less than \$300,000 combined single limit per occurrence. The automobile insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.

A current certificate of insurance meeting the requirements of this paragraph is required before operations under this permit will be allowed. This certificate must be sent by the Permittee's insurance carrier directly to the Issuing Office.

4.33 Reports

The Permittee shall present the following reports to the Permit Supervisor by the dates indicated:

- 1) A Monthly Visitor Use Report is due on the fifth (5th) day of every month reporting the previous month's visitation. These forms shall be filed for May through September. (See APPENDIX D A sample daily use report form is included in Appendix D for use by the Permittee in recording daily use, but the report is not required to be submitted to the State.)
- 2) An end-of-season report is due on or before October 15, or within 30 days of the permit's termination or revocation (see APPENDIX E).

4.34 Modification/Amendment of Permit

Notwithstanding any of the provisions of this RFB, the parties may hereafter, by mutual consent, agree to modifications thereof, additions thereto or termination thereof, in writing, which are not forbidden by law. Any modifications shall be in writing and shall be consistent with the original scope of services specified in the RFB.

4.35 Failure to Comply

The State will notify the Permittee of unacceptable performance as soon as possible after the failure is reported. The Permittee must, without additional cost to the State, remedy and correct any deficiency in work or in articles provided in connection therewith. Upon determination of non-compliance with this permit the Permit Supervisor will deliver to the Permittee a "Notice of Non- Compliance." If the failure is not corrected within the time limits specified in the first notice, the Permit Supervisor may:

- Correct the failure utilizing State employees or a private contractor, and billing the Permittee at cost for time and materials;
- Issue a second notice of non-compliance with a penalty of up to \$250.00 owed to the State by the Permittee; or

4.36 Institute permit revocation proceedings as outlined below in 4.36.

4.37 Permit Revocation

If the Permittee remains in non-compliance with the terms of this permit after being served with a second "Notice of Non-Compliance" under ¶ 4.35, or the failure jeopardizes public safety or park resources or otherwise constitutes a significant breach, the Permit Supervisor may immediately revoke the permit. The Permittee is not entitled to reimbursement for damages suffered in the event the permit is revoked under this section.

4.38 Permit Termination

The Director of the Division of Park and Outdoor Recreation, after 30 days written notice, may terminate the permit, in whole or in part, when it is in the best interest of the State, as determined solely in the State's discretion. In the event that the permit is terminated under this section the Permittee must within six months make a claim with the Department of Administration under AS 44.77 for reimbursement for damages suffered upon termination or thereafter be barred from doing so.

4.38 Warranty

The State makes no warranty, express or implied, with respect to the consumer demand for, or acceptance of this service. The State assumes no risk of financial loss by the Permittee and cannot guarantee financial gain or any opportunity to profit under this permit.

4.39 Definitions:

Unless the context clearly indicates otherwise, the following definitions apply in this permit and any attachment:

"Division" means the Division of Parks and Outdoor Recreation in the Alaska Department of Natural Resources.

"DPOR" means the Division of Parks & Outdoor Recreation in the Alaska Department of Natural Resources.

"Permit Supervisor" means the Kenai Area Superintendent of the Division, or his/her designee. "Gross revenues" means all money, fees, property, services, or any other things of value that the Permittee receives, directly or indirectly, through operations under this permit.

"Park", "Park Unit", "State park", "State park land", or "State park water" means any land, water, facility, or improvement managed by the Division.

"Permittee" means the applicant, company, business, employee, operator, contractor, or representative of the person and business named on the permit face authorized to conduct activities under the permit.

"State" means the State of Alaska.

APPENDIX A COMPETITIVE COMMERCIAL USE PERMIT APPLICATION

IN ORDER FOR THIS PROPOSAL TO BE CONSIDERED, THE BIDDER MUST PROVIDE THE FOLLOWING INFORMATION, REGARDLESS OF WHETHER OR NOT IT HAS BEEN SUBMITTED ON PREVIOUS PROPOSALS. PLEASE PRINT.

NAME OF FIRM:

ADDRESS:

CONTACT PERSON:

EMAIL ADDRESS:

BUSINESS PHONE:

FAX:

24 HOUR CONTACT PHONE:

DO YOU HAVE A VALID ALASKA BUSINESS LICENSE ISSUED UNDER FIRM'S NAME?

Yes ☐ No ☐

Business License Number: (PLEASE ATTACH COPY OF LICENSE OR APPLICATION)

NOTE: Bidders must have either a current business license or an application made. Proof must be submitted within ten (10) days of request.

IN ACCORDANCE WITH A.S. 37.05.240, IS THE BIDDER IN ARREARS ON TAXES DUE?

Yes ☐ No ☐

(¶ 1.2) Will any additional commercial activities other than luxury camping be offered?

(circle) YES NO

Specify and elaborate:

(¶ 1.5) Are you proposing a credit toward your permit fee in exchange for honoring the **Disable** Veteran Camping passes? If so, please provide details:

The minimum permit fee is specified in 1.4 of this RFB, and the proposal should confirm that the Respondent is offering this minimum. Proposals not offering the minimum permit fee will be rejected as unresponsive. If additional compensation is offered, the proposal should specify that amount on an annual basis. If the compensation is variable, specify how the amount would be calculated and paid. Complete all applicable sections. Enter zero (0) if nothing is bid.

I am proposing:

\$ minimum annual permit fee

\$ additional permit fee

 % of gross revenues (10% minimum)

 % of gross revenues from other commercial activities: Specify:

\$ per customer of other commercial activities: Specify:

Other proposed payments or compensation:

Is there any conflict of interest with the Applicant, Respondent, Employee, or other potential Permittee?
(In accord with ¶ 3.16) (circle) YES NO

If so, elaborate:

I certify that I have read and understand the stipulations and permit provisions. If I do not provide satisfactory proof of business license by the date indicated, I understand the permit may be awarded to someone else.

Further, I certify that I will comply with:
the laws of the State of Alaska;
the applicable portion of the Federal Civil Rights Act of 1964;
the Equal Employment Opportunity Act and the accompanying federal regulations; and
all terms and conditions set out in this RFB.

The information I have entered on this form and the other required forms for this proposal is complete and true to the best of my knowledge. I understand that any false, fictitious, or fraudulent statement or representation may result in denial, suspension or revocation of any permit issued. I also certify that the bid price was arrived at independently without collusion and the offer made in this bid will remain in effect for at least 60 days from bid deadline submittal date.

I agree to provide the services indicated in a satisfactory manner, to abide by the terms and conditions of any permit that might be issued, and to confine activities to those described.

My bid/proposal and all required forms for this permit are attached to this document.

Signed:

Print Name:

Title:

Date:

APPENDIX B ANNUAL OPERATIONS PLAN AND REQUESTED CHANGES TO PERMIT STIPULATIONS

Respondents to this RFB are required to submit an annual operations plan for the 2021 season as a part of their proposal. This plan, the permit stipulations included in this RFB and other portions of the successful Respondent's proposal shall control the Permittee's activities allowed in the facility. It is understood that all these items may be modified by negotiations between the State and successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

Generally, the State does not regulate prices, so long as the park fees do not exceed the allowable maximum (§ 4.29), but reserves the right to do so. Please specify how fees shall be established, how the fees will be collected, etc. Respondents should provide a list of all proposed fees to be charged to the public throughout the life of the permit, including pricing policies. The proposed fees should be tied to your proposed operating plan provisions.

Please provide detailed information regarding the operations plan, as it relates to this RFB. Additionally, list any revisions, deletions, and additions that you wish to make to the permit terms or stipulations. These proposed changes to the permit terms and stipulations will be the subject of negotiations. The State will assume that, unless specifically identified by the Respondent in this section, the permit terms and stipulations in this RFB are acceptable.

The following outline may be used to help structure the operations plan.

Sample Operating Plan Outline

- A. Operating Season
- B. Staffing and Management
 - 1. Staffing
 - 2. Personnel
 - 3. Employee Training
 - 4. Employee Services
 - 5. Employee Conduct
 - 6. Contingency Plans for staff turnover
 - 7. Uniforms
- C. General Operations
 - 1. Recreation Site Operations
 - a. Dates of Operation
 - b. Cleaning and Maintenance
 - 2. Pricing Policy and Fee Management
 - a. Use of Fee Sites by non-fee Guests
 - b. Fee schedule (define fees to be charged, and what types of services may be provided at no charge to visitors, if applicable)
 - c. Fee collection and refunds

- d. Financial control and accounting procedures
- 3. Insurance
- 4. Customer/Visitor Surveys and Feedback
- 5. Emergency Responses/Safety
- 6. Law Enforcement
- 7. Communication systems
- 8. Equipment and supplies
- 9. Use Reports
- 10. Garbage Management
- 11. Site Hazards
- 12. Signs and Posters
- 13. Advertising
- 14. Vandalism
- 15. Improvements
- 16. Other optional services

- D. Pre-season Operations
- E. Open Season Operations
- F. Post-season Operations
- G. Special Conditions

APPENDIX C BUSINESS PLAN FORMAT

The State is required to evaluate RFB responses by technical and financial capability. Please use the following guidelines in preparing the Business Plan.

Documentation of Business Company or Corporation

Respondents should include information about the business organization and organizational structure, i.e., organization and/or individual name, mailing address, designated agent, evidence of incorporation and good standing, and name and address of each affiliate of the applicant.

Respondents that are limited-liability companies should provide the names and interests of the company's principals. Should the respondent not be incorporated in the State of Alaska, the respondent must submit a valid license to do business in Alaska.

Name of Company:

Address:

Designated Agent:

Type of Business: Sole Proprietor ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Limited Liability ☐
Other? ☐

(Please check one)

If Other, please list what type:

State Incorporated:

Date incorporated:

Include any appropriate information, including shareholder or partnership agreements, as an attachment to this Business Plan, and complete the following list of owners:

Name	Address	% Ownership
------	---------	-------------

Personnel/Staffing

Explain how you plan to recruit, develop and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. Discuss any training that you plan for your employees, including any first aid certification.

Business Experience/Performance (if more room is required, include as attached document)

Respondents should furnish a detailed description of their experience as it relates to operating and maintaining the park units. The description should include experience in private business, public service, or any nonprofit or other related enterprises. For each business venture, include the following information:

- The dates of the business experience

- The location of the business

- A description of services provided

- A description of customers served

- The number of employees supervised

- The volume of business

For respondents who have prior experience in managing Alaska State Parks or other government facilities, provide copies of annual written performance evaluations.

Financial Data

The respondent must list all projected annual operating costs and provide sufficient detail to show how those costs are determined. Any financial information submitted by respondents should conform to generally accepted accounting principles or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted should be unmodified and in their original form, including footnotes. Respondents must show that they have 25 percent of the first year's operating costs in liquid assets. Liquid assets are those that can be readily converted to cash.

Capital Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, computers, etc. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost.

Equipment	Quantity	N/U	Life	Cost
Total Cost of Capital Equipment				
\$				

Start-up Expenses

Item	Cost
Total cost of capital equipment	
Beginning inventory of operating supplies	
Legal Fees	
Accounting Fees	
Other Professional Fees	
Licenses and Permits	
Remodeling and repair work	
Deposits (public utilities such as phones, etc.)	
Advertising	
Insurance	
Bonds	
Advance Permit Fees	
Other Expenses:	
Total Start-up Expenses	\$

Sources and Uses of Financing

A. Sources of Financing	
Investment of cash by owners	\$
Investment of cash by shareholders	
Investment of non-cash assets by owners	
Investment of non-cash assets by shareholders	
Bank loans to business: short term (1 yr or less)	
Bank loans to business: long term (more than 1 yr)	
Bank loans secured by personal assets	
Small Business Administration loans	
Other sources of financing (specify)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
Total sources of Financing	\$

B. Uses of Financing	
Buildings	
Equipment	
Initial Inventory	
Working Capital to pay operation expenses	
Non-cash assets contributed by owners (use same amount as in Sources, above)	
Other assets (specify)	
<input type="checkbox"/>	
<input type="checkbox"/>	
Total Uses of Financing	\$

Cash Flow Projection

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions.

Depreciation, a non-cash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

Please complete the cash flow projection chart on the following page using the existing format.

[illegible]

Cash Flow Projection (or Cash Flow Budget) by Month – Year One

Start-up Balance Sheet

Balance sheets are designed to show how the assets, liabilities and net worth of a company are distributed at a given point in time. Please complete the following Start-up balance sheet:

Start-up Balance Sheet

Assets

Current Assets	\$
Fixed Assets	
Less Accumulated Depreciation Net	
Fixed Assets	\$
Other Assets	\$
Total Assets	\$

Footnotes:

Liabilities

Current Liabilities	\$
Long term Liabilities	\$
Total Liabilities	

Net Worth or Owner's Equity (Total assets minus total liabilities)

Total Liabilities and Net Worth

Footnotes:

Start-up Income Statement Projection:

Income statements (also called profit and loss statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses, income projections covering one to three years are more than adequate.

Please complete the start-up income statement projection chart on the following page using the existing format.

Income Projection by Month – Year One

[illegible]

[illegible]

Request for Verification

State of Alaska, Department of Natural Resources Division of Parks and Outdoor Recreation REQUEST FOR VERIFICATION			
Instructions: Applicant- Complete items 1 thru 5. Forward directly to bank or lending institution. Lender- Please complete items 6 thru 15. Return directly to Alaska Division of Parks and Outdoor Recreation, (address) ATTN:			
Part I – REQUEST			
1. TO: Name and Address of Bank or other Lending Institutions		2. FROM: (Name and Address of Applicant)	
3. STATEMENT OF APPLICANT			
TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE	
CHECKING ACCOUNT <input type="checkbox"/>	<input type="checkbox"/>		
SAVINGS ACCOUNT			
OTHER			
I have applied for a concession contract, or a commercial use operator permit with the State of Alaska, DNR, Division of Parks and Outdoor Recreation and state that my balance with the bank or lending institution named in item 1 are as shown in item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.			
4. Signature of Applicant		5. Date / /	
PART II – VERIFICATION			
6. Does the applicant have any outstanding loans? [] Yes [] No If yes, complete item 7		10. Is the account less than 2 months old? [] Yes [] No If yes, complete item 11	
7. TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:
Secured			
Unsecured			12. Payment Experience: [] Favorable [] Unfavorable If unfavorable, please explain in remarks
8. Is applicant's statement in item 3 correct? [] Yes [] No If yes, complete item 9			
9. CURRENT BALANCES			
CHECKING	SAVINGS		

13. REMARKS:	
THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.	
14. Signature of Bank or Lending Institution Officer	15. Date / /

Supporting Documents

Each Respondent is required to submit the following additional items listed below:

1. Provide a minimum of two written letters of reference from individuals who can attest to your ability to perform successfully under this RFB.
2. Bank or investor letters of intent to finance project.
3. Request for Verification Form completed by financial institution.
4. Copies of business leases pertinent to this business.
5. Copies of all pertinent existing permits or licenses applicable to this business.

APPENDIX D SAMPLE MONTHLY USE REPORT

Park Unit

Month/Year

DAY	Luxury Camping # of clients	
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		

Appendix D – Sample monthly use report, page 2 Park Unit: Month/Year:

Incident Recap (Please give details below; use additional sheets as required):

(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

Incident Reports:

Hazards Noted/Action taken:

(Please describe any hazards or other safety concerns and how they were addressed.)

APPENDIX E SAMPLE END OF SEASON REPORT

Park Unit

Year

Visitation – List Totals

Park Visitors	Resident	Non-residents
Luxury Camping		
Total		

Total Revenue Collections

	Luxury Camping	
May		
June		
July		
August		
Sept.		
Column Total		

Comments on visitation or revenue situations:

(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

[illegible]

(Please describe any maintenance concerns or management problems, suggestions for improvements, and other matters of interest. List material and equipment required to address/resolve and the cost and time estimate.)

[illegible]

Chief of Field Operations
Anchorage, AK 99501-3551
Suite 1380

APPENDIX F SAMPLE PARK USER SURVEY

We want your experience in Alaska State Parks to be a positive one. Please help us by completing this short survey. Thank you.

Johnson Lake SRA – Luxury Camping Have you been here before? Y N

Date of Visit Residence – State/Province/Country

Please check all activities you have participated in during your stay:

Camping	Hunting	Swimming	
Backpacking	Fishing	Picnicking	Boating (non-motorized)
Mountain Biking	Special Event	Wildlife/Nature Observation	Boating (motorized)
Family Gathering		Staying at a Lodge or B&B	ATV/4x4 Touring
Day Hike		Archaeological Sites	Visiting Historical and/or
		Other	

Place Stamp Here

FOLD HERE

Alaska State
Attention:
550 West 7th Ave.

Please grade your visit in the Alaska State Parks

Excellent		Satisfactory				Poor
	1. How is the overall cleanliness of camping area?	A	B	C	D	E
	2. Was safety information provided?	A	B	C	D	E
	3. Were your questions handled to your satisfaction?					
		A	B	C	D	E
	4. Were Luxury Camping personnel courteous and helpful?					
		A	B	C	D	E
	5. Are the facilities functional, safe, and well maintained?					
		A	B	C	D	E

Comments (Please use this section to tell us anything you think we should know, i.e., do you have any comments on how we could improve your recreation experience, or is there something in particular you enjoyed about your visit here?):

Name

Phone

Address

We will gladly respond to your questions or comments!

APPENDIX G STANDARD PERFORMANCE EVALUATION FORM

Mid-Season and Year-End Performance Appraisal Luxury Camping Service under Commercial Use Permit

Area/Park Unit(s):

Permittee:

Appraiser:

Date:

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
A. Permit Terms	*****	*****	*****	*****
1. Insurance requirements met				
2. Payments timely				
3. Use reports accurate & timely				
4. Other permit terms met (specify below)				
Communications				
Miscellaneous Sales				
B. Operation and Maintenance Plan	*****	*****	*****	*****
1. O&M Plan complete & properly submitted				
2. Pre- and post-season ops & maintenance performed to standard and in a timely manner				
C. Customer Service				
1. Good PR maintained with Park visitors				
2. Good Comments received from visitors	*****	*****	*****	*****
3. Fees & services provided as represented				
4. Visitor compliance with Park regs obtained				
D. Health and Cleanliness				
1. Humans free from exposure to human waste				
3. Garbage does not exceed container capacities				
4. Garbage containers are animal resistant				

5. Sites are free of litter & animal refuse				
6. Graffiti is removed within 48 hours of discovery.				
7. All other facilities are kept clean				

Appendix G Standard Performance Evaluation Form page 2

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
E. Setting	*****	*****	*****	*****
1. Numbers of people & vehicles is kept below site capacity				
F. Safety and Security	*****	*****	*****	*****
!1. Safety inspections completed pre-season & during season. Documented high risk conditions are corrected prior to use				
!2. High-risk conditions that develop during the season are mitigated, or the site is closed				
!3. Employees have dependable communications				
!4. Activities prohibited under specific Park Regs are dealt with appropriately				
!5. Utility systems meet applicable state and local regulations				
G. Responsiveness	*****	*****	*****	*****
1. All site entrances are well marked, easily found and visitors feel welcome				
2. Info boards look fresh, professional, are uncluttered and contain appropriate info.				
3. All personnel demonstrate good customer services practices.				
H. Condition of Facilities	*****	*****	*****	*****
2. All facilities, including parking and use sites, meet Park standards for cleanliness, maintenance and safety				
3. Signs & bulletin boards are well maintained and meet Parks standards				
5. Vandalism is corrected or mitigated within 1 week of discovery				

! Denotes a Critical Element

Comments and/or corrective actions pertaining to specific items listed above:

Have all "Below Standard" items from previous performance inspection/appraisal(s) been corrected?

Permittee's comments

Appendix G Standard Performance Evaluation Form, page 3

Midseason Evaluation: ☐

Year End Evaluation: ☐

Above
Standards ☐

Meets
Standards ☐

Below
Standards ☐

Unacceptable ☐

Note: 1. If any Critical Element is rated "Below Standards," the best possible overall rating is Below Standards.

2. If any Critical Element is rated "Unacceptable," the best possible overall rating is Unacceptable.

3. If one to three other elements are rated "Unacceptable," the best possible overall rating is Below Standards.

4. If three or more Critical Elements are rated "Below Standards" or over four other elements are rated "Unacceptable," the best possible rating is Unacceptable.

Below Standards: The Permittee is given notice regarding which element(s) justify the rating, and if performance in this element(s) is not improved prior to the next rating period, the Below Standards rating shall be reduced to an Unacceptable rating.

Unacceptable: The Permittee is issued written "Notice of Non-Compliance," as stipulated in ¶ 4.35 of the Commercial Use Permit. This is the required first step in suspension and/or revocation of use over all or portions of the permit area. In some instances, such as a lack of adequate insurance, safety issues, etc., suspension or revocation may take place immediately.

Signatures:

Permittee Representative:

Date:

Permit Supervisor:

Date:

The holder's signature denotes that the Alaska State Parks representative has discussed this evaluation/appraisal with the holder or his/her representative. A signature does not necessarily constitute agreement or acceptance of the rating.

Johnson Lake SRA

Luxury Camping - proposed 11 AAC 18.040 permit for sites 36 & 37



